

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION

12 PATRICIA CAPUTO, an Individual,

13 Plaintiff,

14 vs.

15 AMAZON.COM SERVICES, LLC., a
Delaware Limited Liability Company; and
16 DOES 1 through 10, inclusive,

17 Defendant.

Case No. 1:23-cv-01346-KES-CDB

STIPULATED PROTECTIVE ORDER

Trial Date: March 18, 2025,

18
19 The Court recognizes that at least some of the documents and information (“materials”)
20 being sought through discovery in the above-captioned action are, for competitive reasons,
21 normally kept confidential by the parties. The parties have agreed to be bound by the terms of this
22 Protective Order (“Order”) in this action.

23 The materials to be exchanged throughout the course of the litigation between the parties
24 may contain private information of individuals who were employed by or engaged by Defendant,
25 such as medical and personnel files; documents and other materials belonging to Plaintiff’s
26 workers’ compensation case and that Plaintiff believes are classified as Top Secret, Secret, or
27 Confidential under 18 CFR § 3a.11 and/or other similar classification provision(s); trade secret or
28 other confidential research; technical, cost, price, marketing or other commercial information, as is

1 contemplated by Federal Rule of Civil Procedure 26(c)(1)(G). The purpose of this Order is to
2 protect the confidentiality of such materials as much as practical during the litigation.

3 THEREFORE:

4 DEFINITIONS

5 1. The term “confidential information” will mean and include information contained or
6 disclosed in any materials, including documents, portions of documents, answers to interrogatories,
7 responses to requests for admissions, trial testimony, deposition testimony, and transcripts of trial
8 testimony and depositions, including data, summaries, and compilations derived therefrom that is
9 deemed to be confidential information by any party to which it belongs.

10 2. The term “materials” will include, but is not be limited to: documents;
11 correspondence; memoranda; bulletins; blueprints; specifications; customer lists or other material
12 that identify customers or potential customers; price lists or schedules or other matter identifying
13 pricing; minutes; telegrams; letters; statements; cancelled checks; contracts; invoices; drafts; books
14 of account; worksheets; notes of conversations; desk diaries; appointment books; expense accounts;
15 recordings; photographs; motion pictures; compilations from which information can be obtained
16 and translated into reasonably usable form through detection devices; sketches; drawings; notes
17 (including laboratory notebooks and records); reports; instructions; disclosures; other writings;
18 models and prototypes and other physical objects.

19 3. The term “counsel” will mean outside counsel of record, and other attorneys,
20 paralegals, secretaries, and other support staff employed in the law firms identified below:

21 Farella Braun + Martel LLP

22 The West Coast Trial Lawyers law firm

23 “Counsel” also includes in-house attorneys for Defendant Amazon.com Services LLC.

24 GENERAL RULES

25 4. Each party to this litigation that produces or discloses any materials, answers to
26 interrogatories, responses to requests for admission, trial testimony, deposition testimony, and
27 transcripts of trial testimony and depositions, or information that the producing party believes should
28 be subject to this Protective Order may designate the same as “CONFIDENTIAL” or

1 "CONFIDENTIAL - FOR COUNSEL ONLY."

2 a. Designation as "CONFIDENTIAL": Any party may designate information as
3 "CONFIDENTIAL" only if, in the good faith belief of such party and its counsel, the unrestricted
4 disclosure of such information could be potentially prejudicial to the business or operations of such
5 party.

6 b. Designation as "CONFIDENTIAL - FOR COUNSEL ONLY": Any party may
7 designate information as "CONFIDENTIAL - FOR COUNSEL ONLY" only if, in the good faith
8 belief of such party and its counsel, the information is among that considered to be most sensitive
9 by the party, including but not limited to trade secret or other confidential research, development,
10 financial or other commercial information.

11 5. In the event the producing party elects to produce materials for inspection, no
12 marking need be made by the producing party in advance of the initial inspection. For purposes of
13 the initial inspection, all materials produced will be considered as "CONFIDENTIAL - FOR
14 COUNSEL ONLY," and must be treated as such pursuant to the terms of this Order. Thereafter,
15 upon selection of specified materials for copying by the inspecting party, the producing party must,
16 within a reasonable time prior to producing those materials to the inspecting party, mark the copies
17 of those materials that contain confidential information with the appropriate confidentiality marking.

18 6. Whenever a deposition taken on behalf of any party involves a disclosure of
19 confidential information of any party:

20 a. the deposition or portions of the deposition must be designated as containing
21 confidential information subject to the provisions of this Order; such
22 designation must be made on the record whenever possible, but a party may
23 designate portions of depositions as containing confidential information after
24 transcription of the proceedings; [A] party will have until fourteen (14) days
25 after receipt of the deposition transcript to inform the other party or parties to
26 the action of the portions of the transcript to be designated
27 "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL ONLY."

28 b. the disclosing party will have the right to exclude from attendance at the

1 deposition, during such time as the confidential information is to be
2 disclosed, any person other than the deponent, counsel (including their staff
3 and associates), the court reporter, and the person(s) agreed upon pursuant to
4 paragraph 8 below; and

5 c. the originals of the deposition transcripts and all copies of the deposition must
6 bear the legend “CONFIDENTIAL” or “CONFIDENTIAL - FOR
7 COUNSEL ONLY,” as appropriate, and the original or any copy ultimately
8 presented to a court for filing must not be filed unless it can be accomplished
9 under seal, identified as being subject to this Order, and protected from being
10 opened except by order of this Court.

11 7. All confidential information designated as “CONFIDENTIAL” or
12 “CONFIDENTIAL FOR COUNSEL ONLY” must not be disclosed by the receiving party to anyone
13 other than those persons designated within this order and must be handled in the manner set forth
14 below and, in any event, must not be used for any purpose other than in connection with this
15 litigation, unless and until such designation is removed either by agreement of the parties, or by
16 order of the Court.

17 8. Information designated “CONFIDENTIAL - FOR COUNSEL ONLY” must be
18 viewed only by counsel (as defined in paragraph 3) of the receiving party, and by independent
19 experts under the conditions set forth in this Paragraph. The right of any independent expert to
20 receive any confidential information will be subject to the advance approval of such expert by the
21 producing party or by permission of the Court. The party seeking approval of an independent expert
22 must provide the producing party with the name and curriculum vitae of the proposed independent
23 expert, and an executed copy of the form attached hereto as Exhibit A, in advance of providing any
24 confidential information of the producing party to the expert. Any objection by the producing party
25 to an independent expert receiving confidential information must be made in writing within fourteen
26 (14) days following receipt of the identification of the proposed expert. Confidential information
27 may be disclosed to an independent expert if the fourteen (14) day period has passed and no
28 objection has been made. The approval of independent experts must not be unreasonably withheld.

1 9. Information designated “confidential” must be viewed only by counsel (as defined
2 in paragraph 3) of the receiving party, by independent experts (pursuant to the terms of paragraph
3 8), by court personnel, and by the additional individuals listed below, provided each such individual
4 has read this Order in advance of disclosure and has agreed in writing to be bound by its terms:

- 5 a) Executives who are required to participate in policy decisions with reference
6 to this action;
- 7 b) Technical personnel of the parties with whom Counsel for the parties find it
8 necessary to consult, in the discretion of such counsel, in preparation for trial
9 of this action; and
- 10 c) Stenographic and clerical employees associated with the individuals
11 identified above.

12 10. With respect to material designated “CONFIDENTIAL” or “CONFIDENTIAL –
13 FOR COUNSEL ONLY,” any person indicated on the face of the document to be its originator,
14 author or a recipient of a copy of the document, may be shown the same.

15 11. All information which has been designated as “CONFIDENTIAL” or
16 “CONFIDENTIAL -FOR COUNSEL ONLY” by the producing or disclosing party, and any and all
17 reproductions of that information, must be retained in the custody of the counsel for the receiving
18 party identified in paragraph 3, except that independent experts authorized to view such information
19 under the terms of this Order may retain custody of copies such as are necessary for their
20 participation in this litigation.

21 12. Before any materials produced in discovery, answers to interrogatories, responses to
22 requests for admissions, deposition transcripts, or other documents which are designated as
23 confidential information are filed with the Court for any purpose, the party seeking to file such
24 material must seek permission of the Court to file the material under seal.

25 13. No document shall be filed under seal unless counsel secures a court order allowing
26 the filing of a document under seal. An application to file a document under seal shall be served on
27 opposing counsel, and on the person or entity that has custody and control of the document, if
28 different from opposing counsel. If opposing counsel, or the person or entity who has custody and

1 control of the document, wishes to oppose the application, he or she must contact the chambers of
2 the judge who will rule on the application, to notify the judge's staff that an opposition to the
3 application will be filed.

4 14. At any stage of these proceedings, any party may object to a designation of the
5 materials as confidential information. The party objecting to confidentiality must notify, in writing,
6 counsel for the designating party of the objected-to materials and the grounds for the objection. If
7 the dispute is not resolved consensually between the parties within seven (7) days of receipt of such
8 a notice of objections, the objecting party may move the Court for a ruling on the objection. The
9 materials at issue must be treated as confidential information, as designated by the designating party,
10 until the Court has ruled on the objection or the matter has been otherwise resolved.

11 15. All confidential information must be held in confidence by those inspecting or
12 receiving it, and must be used only for purposes of this action. Counsel for each party, and each
13 person receiving confidential information must take reasonable precautions to prevent the
14 unauthorized or inadvertent disclosure of such information. If confidential information is disclosed
15 to any person other than a person authorized by this Order, the party responsible for the unauthorized
16 disclosure must immediately bring all pertinent facts relating to the unauthorized disclosure to the
17 attention of the other parties and, without prejudice to any rights and remedies of the other parties,
18 make every effort to prevent further disclosure by the party and by the person(s) receiving the
19 unauthorized disclosure.

20 16. No party will be responsible to another party for disclosure of confidential
21 information under this Order if the information in question is not labeled or otherwise identified as
22 such in accordance with this Order.

23 17. If a party, through inadvertence, produces any confidential information without
24 labeling or marking or otherwise designating it as such in accordance with this Order, the
25 designating party may give written notice to the receiving party that the document or thing produced
26 is deemed confidential information, and that the document or thing produced should be treated as
27 such in accordance with that designation under this Order. The receiving party must treat the
28 materials as confidential, once the designating party so notifies the receiving party. If the receiving

1 party has disclosed the materials before receiving the designation, the receiving party must notify
2 the designating party in writing of each such disclosure. Counsel for the parties will agree on a
3 mutually acceptable manner of labeling or marking the inadvertently produced materials as
4 “CONFIDENTIAL” or “CONFIDENTIAL - FOR COUNSEL ONLY” - SUBJECT TO
5 PROTECTIVE ORDER.

6 18. Nothing within this order will prejudice the right of any party to object to the
7 production of any discovery material on the grounds that the material is protected as privileged or
8 as attorney work product.

9 19. Nothing in this Order will bar counsel from rendering advice to their clients with
10 respect to this litigation and, in the course thereof, relying upon any information designated as
11 confidential information, provided that the contents of the information must not be disclosed.

12 20. This Order will be without prejudice to the right of any party to oppose production
13 of any information for lack of relevance or any other ground other than the mere presence of
14 confidential information. The existence of this Order must not be used by either party as a basis for
15 discovery that is otherwise improper under the Federal Rules of Civil Procedure.

16 21. Nothing within this order will be construed to prevent disclosure of confidential
17 information if such disclosure is required by law or by order of the Court.

18 22. Upon final termination of this action, including any and all appeals, counsel for each
19 party must, upon request of the producing party, return all confidential information to the party that
20 produced the information, including any copies, excerpts, and summaries of that information, or
21 must destroy same at the option of the receiving party, and must purge all such information from all
22 machine-readable media on which it resides. Notwithstanding the foregoing, counsel for each party
23 may retain all pleadings, briefs, memoranda, motions, and other documents filed with the Court that
24 refer to or incorporate confidential information, and will continue to be bound by this Order with
25 respect to all such retained information. Further, attorney work product materials that contain
26 confidential information need not be destroyed, but, if they are not destroyed, the person in
27 possession of the attorney work product will continue to be bound by this Order with respect to all
28 such retained information.

23. Upon final termination of this action, including any and all appeals, the Court shall
destroy all confidential or sealed documents within 90 days. Any action taken to destroy such
material must be preceded by an *ex parte* motion for an order authorizing the destruction thereof.

4 24. The restrictions and obligations set forth within this order will not apply to any
5 information that: (a) the parties agree should not be designated confidential information; (b) the
6 parties agree, or the Court rules, is already public knowledge; (c) the parties agree, or the Court
7 rules, has become public knowledge other than as a result of disclosure by the receiving party, its
8 employees, or its agents in violation of this Order; or (d) has come or will come into the receiving
9 party's legitimate knowledge independently of the production by the designating party. Prior
10 knowledge must be established by pre-production documentation.

11 25. The restrictions and obligations within this order will not be deemed to prohibit
12 discussions of any confidential information with anyone if that person already has or obtains
13 legitimate possession of that information.

14 26. Transmission by email or some other currently utilized method of transmission is
15 acceptable for all notification purposes within this Order.

16 27. This Order may be modified by agreement of the parties, subject to approval by the
17 Court.

18 28. Without separate court order, this Order and the parties' stipulation does not change,
19 amend, or circumvent any court rule or local rule.

20 29. The Court may modify the terms and conditions of this Order for good cause, or in
21 the interest of justice, or on its own order at any time in these proceedings. The parties prefer that
22 the Court provide them with notice of the Court's intent to modify the Order and the content of those
23 modifications, prior to entry of such an order.

24 IT IS SO ORDERED.

Dated: **March 22, 2024**

Chris D. Brown
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its entirety and
understand the Stipulated Protective Order that was issued by the United States District Court for the
Eastern District of California on [date] in the case of *Caputo v. Amazon.com Services LLC, et al.*,
Case No. 1:23-cv-01346-KES-CDB. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not
disclose in any manner any information or item that is subject to this Stipulated Protective Order to
any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone number] as
my California agent for service of process in connection with this action or any proceedings related
to enforcement of this Stipulated Protective Order.

19
20 Date: _____

21 City and State where sworn and signed: _____

23 Printed name: _____

25 || Signature: